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State of Alabama

Montgomery County

BUY-SELL AGREEMENT

Comes, John Buster Walker, II, Grady Dowling Kittrell, and Thomas Going Clark, III, being all the stockholders of the Alabama Corporation U.S. Beverage and for good and valuable consideration, in the amount of Ten Dollars and other valuable consideration the receipt of which is acknowledged do hereby agree, bargain, covenant and contract with each other and U.S.

Beverage as follows:

In the event a stockholder of U.S. Beverage desires to sell his stock, said stock shall first be offered to U.S. Beverage first. If it does not desire to purchase said stock, it then must be offered to the other shareholders equally. If one of the existing shareholders does not wish to purchase an equal share of the offered stock, then it must then be offered to the other stockholder.

If neither U.S. Beverage desires to buy the stock, nor do the stockholder together, nor does any individual stockholder, then it may be offered to anyone or any entity.

All offers to sell stock shall be in writing and physically delivered to the main offices of U. S. Beverage. Upon physical receipt of said offer to sell, U.S. Beverage having the right of first refusal, shall buy the shares within 45 days of that offer. If they decline or fail to buy at a

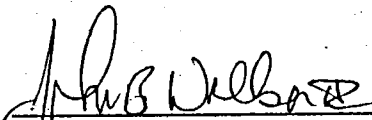
EXHIBIT

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negotiated price those shares within that time period, the remaining stockholders, having the right of second refusal, shall have 20 days from the date of the decline to purchase or the expiration of 45 days from the date of the offer, whichever comes first to purchase the shares at a negotiated price. If the remaining shareholders failed to purchase the stock within that 20 day period or decline to purchase said stock, then the individual stockholder, having the right of third refusal, shall have 7 days to purchase the stock. Thereafter, anyone can purchase the stock.

If the corporation or stockholders cannot agree upon a negotiated price then they may select by agreement a person or business to value the shares of stock being offered to sale. If they cannot agree on one person or entity to value the stock, then the seller shall select one to value the stock, the purchaser shall select one to value the stock, those two shall value the stock, their totals shall be averaged and the stock offered to the purchaser(s) at that price wherein it shall be sold by the owner of those shares for the average so determined.



John Buster Walker, II, individually and as a stockholder of U.S. Beverage

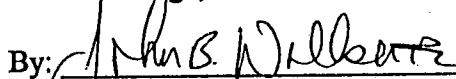


Grady Dowling Kittrell, individually and as a stockholder of U.S. Beverage



Thomas Going Clark, III, individually and as a stockholder of U.S. Beverage

U. S. Beverage, Inc.

By: 

One third owner

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By: 

One third owner

By: 

One third owner

STATE OF ALABAMA

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MONTGOMERY COUNTY

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I, the undersigned authority, a Notary Public in and for said State at Large hereby certify that John Buster Walker, II, Grady Dowling Kittrell, and Thomas Going Clark, III individually and as the sole owners of U. S. Beverage and as the authorized agents of U.S. Beverage, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that, being informed of the contents of the conveyance they executed same voluntarily on the day the same bears date.

Given under my hand and official seal this the 24 day of April, 2002__.


Notary Public

My Commission Expires: 2/26/02

